

**TWENTY-SECOND AMENDMENT TO CONDOMINIUM OFFERING PLAN  
FOR TRUMP PARK AVENUE CONDOMINIUM  
502 Park Avenue  
New York, New York 10022**

The Condominium Offering Plan for premises known at Trump Park Avenue Condominium first accepted for filing on March 26, 2003, (hereinafter referred to as the "Plan") is hereby amended as follows:

1. **Purpose of Amendment**

The purpose of this amendment is to update and/or revise certain information set forth in the Plan and to extend the effective period of the offering under the Plan.

2. **Financial Statements**

Attached hereto as Exhibit A are the financial statements for the Condominium for the period ending December 31, 2011.

3. **Budget for the Condominium**

Attached hereto as Exhibit B is the operating budget for the Condominium for the year 2013 as adopted by the Board of the Condominium.

4. **Lawsuits, Administrative Proceedings, etc.**

There are no lawsuits, administrative proceedings or other proceedings the outcome of which may materially affect the offering, the property, the rights of Unit Owners, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

5. **Additional Disclosures**

(a) Unsold Units. There were twenty-three (23) Residential Units and six (6) Storage Units remaining unsold as of March 1, 2013. Lists of the Unsold Residential and Storage Units are attached hereto as Exhibit C-1 and Exhibit C-2, respectively.

(b) Sponsor Control of the Board. Sponsor is no longer in control of the Board of the Condominium, having relinquished control as of December 13, 2005.

(c) Common Charges and Real Estate Taxes. The aggregate of the monthly Common Charges currently payable for all Unsold Residential Units is approximately \$87,039.37. The aggregate of the monthly real estate taxes currently payable for all Unsold Residential Units is approximately \$100,017.65.

(d) Monthly Rents. There are presently tenants resident in seventeen (17) of the Unsold Residential Units. The monthly rental income currently payable from tenants of such Units as of March 1, 2013 is \$217,854.62.

(e) Financial Obligations. For the twelve (12) month period commencing with the date of this Amendment, Sponsor's financial obligations to the Condominium are the payment of Common Charges on the Unsold Units, the payment of real estate taxes on the Unsold Units, reimbursement to the Board for electric/water, sewer and laundry, and the completion of work referred to in Paragraph 7 of this Amendment.

(f) Payment of Obligations. Sponsor's financial obligations to the Condominium will be funded from the proceeds from future sales of Units and from rental payments from tenants in unsold Residential Units.

(g) Payments Current. Sponsor is current on all financial obligations due to the Condominium. The amounts owed by Sponsor to the Board, as listed in footnote 5 to the 2011 financial statements for the Condominium, have been paid in full. Sponsor anticipates that it will be billed for a comparable amount for the 2012 operating year after the end of such year. These amounts represent adjustments to allocations of certain costs between the Board and the Sponsor, which allocations are made upon receipt of billings for such costs, during each operating year of the Condominium. The adjustments are based on an annual audit and reconciliation of such allocations for each such operating year.

(h) Mortgage on Unsold Units. The Unsold Units are encumbered by a mortgage in favor of Investors Savings Bank (the "Bank"), 101 John F. Kennedy Parkway, Short Hills, New Jersey 07078. The unpaid balance of the mortgage as of February 28, 2013 was \$21,963,263.37, and said mortgage matures on August 1, 2015. Monthly payments of principal and interest in the amount of \$251,454.41 are made to the Bank in accordance with a thirty (30) amortization schedule on the first day of each month (such payments having commenced on September 1, 2010). There are presently no defaults in respect of such mortgage, and Sponsor has been current with regard to all obligations under mortgage(s) on the Unsold Units for the twelve (12) month period immediately preceding the date of submission of this Amendment.

(i) Other Financial Obligations. Donald J. Trump, a principal of Sponsor, owns 10% or more of the unsold shares or units as an individual, general partner, principal or holder of unsold shares in the following additional projects (offering plans for these projects are on file with the Department of Law and are available for public inspection):

[LIST OF PROJECTS FOLLOWS ON NEXT PAGE]

NAME	ADDRESS
Trump Parc East	100 Central Park South New York, New York
Trump Park Avenue	502 Park Avenue New York, New York
The Residences at Trump National Golf Club	339 Pine Road Briarcliff Manor, New York
Trump Soho Hotel Condominium	246 Spring Street, New York, New York 10013

In respect of each of these projects, Donald J. Trump and/or his affiliates, in his/its capacity as Sponsor, general partner, principal or holder of unsold shares is current in his/its financial obligations, including but not limited to, payment of maintenance or common charges, taxes, reserve or working capital fund payments, assessments, payments for repairs and improvements promised in the respective offering plans, and payments of underlying mortgages and loans for which shares or units have been pledged or mortgaged.

6. **Board of Managers**

The members of the Board of Managers are Michael D. Cohen, Shelley F. Rubin, Ivanka M. Trump, Jill Curcio and Donald J. Trump, Jr. (Commercial Representative).

7. **Status of Construction of the Building**

At the time of the First Closing, Sponsor deposited with Sponsor's counsel, Kramer Levin Naftalis & Frankel LLP ("Escrow Agent"), as escrow agent, a bond issued by RLI Insurance Company in the amount of \$8,563,000.00, to secure the payment of the costs of the work remaining to be done by Sponsor in order to obtain a permanent Certificate of Occupancy (the "CO") for the Condominium. The cost to complete such work, as estimated by Sponsor's construction manager, J.T. Magen & Company Inc., as of December 1, 2005, was \$55,000.00. In connection with such estimate, the bond previously held by Escrow Agent was cancelled, and in substitution therefor Sponsor's check in the amount of \$55,000.00 was deposited with Escrow Agent to secure the payment of the costs of work remaining to be done in order to obtain the CO. As of March 1, 2013, Escrow Agent continues to hold such amount in escrow for such purpose.

Sponsor continues to work with the New York City Department of Buildings ("DOB") to satisfy all requirements for obtaining the CO. However, the timing for obtaining the CO is affected by outstanding items at DOB that relate to time periods from when the Building was a hotel, prior to the Condominium regime, as well as to open permits at DOB related to new construction projects for Units at the Condominium.

8. **Revised Escrow Trust Fund Regulations**

The Department of Law has revised its regulations to eliminate the Attorney General's authority to adjudicate disputes regarding the disposition of deposits, down payments, or advances ("Deposits") received by Sponsor pursuant to New York General Business Law ("GBL") §§ 352-3(2-b) and 352-h. The changes only impact Purchasers who have not received a fully executed Purchase Agreement prior to the date of service of this Amendment. For such Purchasers, the disclosures set forth in the Procedure to Purchase Section of the Plan are modified as set forth in paragraph 9 below; and the Purchase Agreement and Escrow Agreement



are modified as set forth in paragraph 10 below. For all other Purchasers, the disclosures set forth in the Procedure to Purchase Section of the Plan, and the Purchase Agreement and the Escrow Agreement as set forth in Part II of the Plan, continue in effect as set forth in the Plan, as amended, prior to the date of service of this Amendment.

9. **Revised Procedure to Purchase Section of the Plan**

The Deposits/Escrow paragraph of the Procedure to Purchase Section of the Plan (Section L, paragraph 2, of Part I of the Plan) is hereby replaced with the following disclosures: General

**"2. Deposits/Escrow**

(a) General

As set forth above, a prospective Purchaser shall deliver to Selling Agent, together with the five (5) signed original counterparts of the completed Agreement, an option payment (any of the following amounts, the "Initial Deposit") in an amount equal to the sum of: (a) fifteen percent (15%) of the Purchase Price; and (b) an additional payment equal to 5% of such purchase price (the "Additional Deposit") due and payable no later than the earlier to occur of: (x) one hundred thirty-five (135) days after the date of the Agreement or (y) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the same effective, but in no event later than the closing of the Unit. Notwithstanding the foregoing, no Additional Deposit shall be required if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). The term "Deposit," as used in this Plan, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. The Deposit and all other amounts paid by a Purchaser to Sponsor pursuant to the Agreement and/or the Plan in connection with the purchase of a Unit shall be such Purchaser's own funds (and not funds of a third party). All such payments shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." All such checks shall be subject to collection and if any such check is returned for insufficient funds or for any other reason, Sponsor shall have the right, among other things, to deem such Agreement to be cancelled and of no further force or effect, and to retain any Deposit and other amounts previously deposited.

With respect to any check or other instrument that is dishonored or fails on collection, the Escrow Agent is authorized to deliver to Sponsor the dishonored or uncollected instrument and Sponsor will have the choice of remedies set forth in the Plan and in the Agreement with respect to an Event of Default (which includes suing on such dishonored or uncollected instrument or (at Sponsor's option) canceling the Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

All Deposits or advances received by Sponsor will be held in escrow by Escrow Agent (as defined below) and placed in an Escrow Account (as hereinafter defined) in conformity with the procedure set forth herein. Sponsor will comply with the escrow and trust



fund requirements of New York General Business Law Sections 352-e(2-b), 352-h and the provisions of New York Lien Law Section 71-a(3), as applicable.

(b) The Escrow Agent

The law firm of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, and telephone number 212-715-9100, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorney to serve as signatory: Jay A. Neveloff, Jonathan H. Canter, Paul S. Pearlman, Neil R. Tucker, James P. Godman and Howard J. Rothman. All designated signatories, current or future, are or will be admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(c) The Escrow Account

The Escrow Agent has established the escrow account at Citibank N.A., located at 153 East 53<sup>rd</sup> Street, New York, New York 10022 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Trump Park Escrow Account" or similar name ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of February 1, 2013, such rate was a minimum of 0.05%. The actual initial interest rate for the Escrow Account with respect to any particular Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for any particular Purchaser, from time to time. Interest, if any, shall begin to accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit 1A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced as Exhibit 1B in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither

Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on a Purchaser's Deposit shall be paid to or credited to the Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

(d) The Purchase Agreement

The Purchase Agreement (the "Agreement") is attached hereto as Exhibit 1 in Part II of the Plan. The relevant escrow trust fund provisions are included in a Rider to the Agreement, which must be executed by the Escrow Agent. Purchaser and Sponsor must also each execute such Rider which when fully executed shall constitute a tri-party agreement related to the Deposit.

(e) Notification to Purchaser

Within ten (10) business days after the Agreement has been "tendered" (as defined below) to Escrow Agent along with the Deposit and countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Escrow Agent shall notify the Purchaser that such funds have been placed in the Bank by providing written notice to Purchaser and Sponsor, confirming the deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor. As used in this Section of the Plan, "tender" or "tendered" means the date delivered by hand or five (5) business days after being sent by mail or courier. If any Deposit check is received by Sponsor or Selling Agent, it will be delivered promptly to Escrow Agent in order that the notice confirming such Deposit may timely be sent to Purchaser.

Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

(f) Release of Funds

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Agreement, are and shall continue to be the Purchaser's money,



and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Agreement upon closing of title to the Unit; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) immediately above, and Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) immediately above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or

(b) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

(g) Waiver Void

Any provision of any Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent

holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Agreement, Plan, or any amendment thereto.

(h) Other

Sponsor or Escrow Agent will submit a Form 1099-INT to the Internal Revenue Service reporting interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of its Agreement or the Plan. Before funds are transferred to a new Escrow Account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the applicable escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the Escrow Account only after the Attorney General approves in writing the use of such alternate form of security.

Sponsor has agreed to indemnify and hold Escrow Agent harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses which may be claimed against or incurred by Escrow Agent by reason of its acceptance of, and/or its performance under, the escrow agreement and/or Agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of Escrow Agent), including, without limitation, reasonable attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself.

Escrow Agent will maintain all records concerning the Escrow for seven (7) years after the release of funds.

Purchasers are advised that Escrow Agent is also acting as counsel to Sponsor; and Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or not the Escrow Agent is in possession of the Deposit and continues to act as the Escrow Agent."

**10. Purchase Agreement and Escrow Agreement**

The Purchase Agreement, as set forth in Part II of the Plan, is hereby replaced with the revised Purchase Agreement with Escrow Rider (which revised Purchase Agreement incorporates the revisions set forth in paragraph 7 above), attached hereto as Exhibit D. The Form of Escrow Agreement with Respect to Deposits and the Application to the Attorney General for a Determination on the Disposition of Deposits, set forth in Part II of the Plan as Exhibits 10 and 11 respectively, are hereby deleted.

**11. Revised Floor Plans/Revised Schedule A**

The floor plans for Unsold Units 19A and Penthouse 31/32 have been reconfigured. Copies of revised Floor Plans for such Units are annexed hereto as Exhibit E and are hereby added as part of Exhibit 6 in Part II of the Plan. Schedule A to the Plan is hereby revised accordingly to reflect the foregoing revisions.



12. **Effective Period for the Plan is Extended**

The term of the offering under the Plan is hereby extended to the date that is twelve (12) months after the date upon which this Amendment is duly accepted for filing by the Real Estate Financing Bureau of the Department of Law of the State of New York.

13. **Definitions**

Except as herein defined, all capitalized terms used in this Amendment which are defined in the Plan shall have the respective meaning ascribed to such terms in the Plan.

14. **Incorporation of the Plan**

The Plan, as modified and supplemented by this Amendment, is incorporated herein by reference with the same force and effect as if set forth at length.

15. **No Material Changes in the Plan**

There have been no material changes in the Plan, except as set forth in this Amendment. The Plan, as hereby amended, does not knowingly omit any material fact.

TRUMP PARK AVENUE LLC

Dated: April 11, 2013

**EXHIBIT A**

**Financial Statements for the Condominium  
for the period ending December 31, 2011**



WeiserMazars LLP

**Trump Park Avenue  
Condominium**

Financial Statements  
December 31, 2011



**WeiserMazars**

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WEISERMAZARS LLP IS AN INDEPENDENT MEMBER FIRM OF MAZARS GROUP.

**Trump Park Avenue Condominium**  
**(A Condominium Association)**  
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**December 31, 2011**

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### Independent Auditors' Report

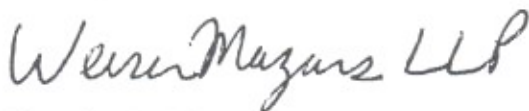
To the Board of Managers  
Trump Park Avenue Condominium  
(A Condominium Association)

We have audited the accompanying balance sheet of Trump Park Avenue Condominium (the "Condominium") as of December 31, 2011, and the related statements of revenues, expenses and changes in fund balances, and cash flows for the year then ended. These financial statements are the responsibility of the Condominium's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the Condominium's 2010 financial statements and in our report dated June 1, 2011 we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Trump Park Avenue Condominium as of December 31, 2011, and its revenues and expenses and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Management has omitted information about the estimates of major repairs and replacements that will be required in the future that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial statement reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.



November 2, 2012

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**Trump Park Avenue Condominium**  
(A Condominium Association)  
**Balance Sheet**  
December 31, 2011  
(With Comparative Totals as of December 31, 2010)

	2011			2010
	Operating Fund	Working Capital Fund	Total	Total
<b>Assets</b>				
Cash	\$ 910,073		\$ 910,073	\$ 861,311
Cash - board designated working capital fund		\$ 423,779	423,779	329,429
Certificates of deposit	260,724	259,547	520,271	511,441
Unit owners' accounts receivable	65,332		65,332	33,996
Prepaid expenses and deposits	56,551		56,551	81,255
Due from sponsor	58,409		58,409	69,240
Miscellaneous receivables				1,776
Furniture, fixtures and equipment, net of accumulated depreciation of \$22,348 and \$19,489, respectively	35,927		35,927	6,013
Superintendent's unit, net of accumulated depreciation of \$173,165 and \$146,070, respectively	1,443,892		1,443,892	1,470,987
Deferred mortgage costs, net of accumulated amortization of \$6,563 and \$5,537, respectively	24,221		24,221	25,247
<b>Total assets</b>	<u>\$ 2,855,129</u>	<u>\$ 683,326</u>	<u>\$ 3,538,455</u>	<u>\$ 3,390,695</u>
<b>Liabilities and Fund Balances</b>				
<b>Liabilities</b>				
Accounts payable and accrued expenses	\$ 456,155		\$ 456,155	\$ 319,983
Unit owners' accounts prepaid	31,321		31,321	48,003
Mortgage payable - superintendent's unit	1,491,254		1,491,254	1,511,513
<b>Total liabilities</b>	1,978,730		1,978,730	1,879,499
<b>Fund balances</b>	876,399	\$ 683,326	1,559,725	1,511,196
<b>Total liabilities and fund balances</b>	<u>\$ 2,855,129</u>	<u>\$ 683,326</u>	<u>\$ 3,538,455</u>	<u>\$ 3,390,695</u>

The accompanying notes are an integral part of these financial statements.



# Trump Park Avenue Condominium

(A Condominium Association)

## Statement of Revenues, Expenses and Changes in Fund Balances

Year Ended December 31, 2011

(With Comparative Totals for the Year Ended December 31, 2010)

	2011			2010
	Operating Fund	Working Capital Fund	Total	Total
<b>Revenues</b>				
Residential common charges	\$ 3,391,877		\$ 3,391,877	\$ 3,424,847
Commercial space common charges	280,597		280,597	283,999
Charges to owners for utility usage	34,955		34,955	39,988
Storage room common charges	16,153		16,153	16,304
Bad debt recovery				22,178
Interest and other revenues	51,349	\$ 6,073	57,422	84,210
<b>Total revenues</b>	<b>3,774,931</b>	<b>6,073</b>	<b>3,781,004</b>	<b>3,871,526</b>
<b>Expenses</b>				
Labor costs	1,754,874		1,754,874	1,646,702
Insurance	195,122		195,122	234,360
Administrative	249,195		249,195	247,269
Operating	1,021,094		1,021,094	920,316
Repairs and maintenance	323,783		323,783	263,018
Federal, state and city taxes imposed on association	37,296		37,296	40,953
Amortization of deferred mortgage costs	1,026		1,026	1,026
Depreciation	29,954		29,954	31,309
Interest relating to superintendent's unit mortgage	120,054		120,054	121,617
Interest - other	823		823	2,139
<b>Total expenses</b>	<b>3,733,221</b>		<b>3,733,221</b>	<b>3,508,709</b>
Excess of revenues over expenses	41,710	6,073	47,783	362,817
Contributions to working capital fund		746	746	
Net transfers to working capital fund	(90,000)	90,000		
Fund balances - beginning	924,689	586,507	1,511,196	1,148,379
Fund balances - ending	<u>\$ 876,399</u>	<u>\$ 683,326</u>	<u>\$ 1,559,725</u>	<u>\$ 1,511,196</u>

The accompanying notes are an integral part of these financial statements.

# Trump Park Avenue Condominium

(A Condominium Association)

## Statement of Cash Flows

Year Ended December 31, 2011

(With Comparative Totals for the Year Ended December 31, 2010)

	2011			2010
	Operating Fund	Working Capital Fund	Total	Total
<b>Cash flows from operating activities</b>				
Excess of revenues over expenses	\$ 41,710	\$ 6,073	\$ 47,783	\$ 362,817
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities				
Amortization of deferred mortgage costs	1,026		1,026	1,026
Depreciation	29,954		29,954	31,309
Interest earned on certificates of deposit	(6,361)		(6,361)	
Bad debt recovery	-		-	(22,178)
Increase (decrease) in cash attributable to changes in operating assets and liabilities				
Unit owners' accounts receivable	(31,336)		(31,336)	17,383
Prepaid expenses and deposits	24,704		24,704	25,705
Due from sponsor	10,831		10,831	(44,512)
Miscellaneous receivables	1,776		1,776	(1,198)
Accounts payable and accrued expenses	136,172		136,172	(36,312)
Loans and exchanges, net				
Unit owners' accounts prepaid	(16,682)		(16,682)	(16,941)
<b>Net cash provided by operating activities</b>	<u>191,794</u>	<u>6,073</u>	<u>197,867</u>	<u>317,099</u>
<b>Cash flows used in investing activities</b>				
Purchase of furniture, fixtures and equipment	(32,773)		(32,773)	(1,092)
Purchase of certificates of deposit	-	(517,648)	(517,648)	(766,634)
Maturity of certificates of deposit	-	515,179	515,179	758,476
<b>Net cash used in investing activities</b>	<u>(32,773)</u>	<u>(2,469)</u>	<u>(35,242)</u>	<u>(9,250)</u>
<b>Cash flows from financing activities</b>				
Mortgage principal payments	(20,259)		(20,259)	(18,707)
Contributions to working capital fund		746	746	
Net transfers to working capital fund	(90,000)	90,000		
<b>Net cash (used in) provided by financing activities</b>	<u>(110,259)</u>	<u>90,746</u>	<u>(19,513)</u>	<u>(18,707)</u>
<b>Net increase in cash</b>	<u>48,762</u>	<u>94,350</u>	<u>143,112</u>	<u>289,142</u>
<b>Cash</b>				
Beginning	861,311	329,429	1,190,740	901,598
Ending	<u>\$ 910,073</u>	<u>\$ 423,779</u>	<u>\$ 1,333,852</u>	<u>\$ 1,190,740</u>
<b>Supplemental disclosures of cash flow information</b>				
Cash paid during the year for				
Interest	\$ 121,010		\$ 121,010	\$ 123,879
Income taxes	\$ 40,487		\$ 40,487	\$ 45,617

The accompanying notes are an integral part of these financial statements.

## **Trump Park Avenue Condominium**

(A Condominium Association)

Notes to Financial Statements

Year Ended December 31, 2011

---

### **1. Nature of Operations**

Trump Park Avenue Condominium (the "Condominium") is organized for the purpose of maintaining and preserving common property. The Condominium consists of 134 residential units, 27 storage units and 2 commercial units, located at 502 Park Avenue, New York, New York. The Condominium began its operations in 2003. The building is not reflected in the financial statements because of the undivided interest thereof. Accordingly, no provision for depreciation of the building has been reflected in the financial statements.

### **2. Summary of Significant Accounting Policies**

#### **Fund Accounting**

The Condominium uses fund accounting, which requires that funds, such as operating funds and funds designated for future major repairs and replacements, be classified separately for accounting and reporting purposes. Disbursements from the operating fund are generally at the discretion of the Board of Managers and property manager. Disbursements from the working capital fund generally may be made for designated purposes.

The financial statements include prior-year summarized comparative information. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Condominium's financial statements for the period ended December 31, 2010, from which the summarized information was derived.

#### **Unit Owners' Accounts Receivable**

Unit owners' accounts receivable consist of receivables from unit owners for common charges (and other charges) on their condominium units. Unit owners' accounts receivable do not bear interest although late charges sometimes will be billed to unit owners on receivables that are past due. Unit owners' accounts receivable are periodically evaluated for collectibility based on the unit owners' past histories, their current statuses, and financial conditions. The Condominium does not provide in advance for possible future past debts, but is on the direct write-off method, recording bad debts when they are deemed to be uncollectible. The direct write-off method approximates the allowance method.

#### **Real Estate Taxes**

The real estate taxes applicable to the common areas are proportionately billed to and paid by each unit owner; therefore, the financial statements do not reflect such expenditures in the common area operations, other than for the superintendent's unit, which is owned by the Condominium.

#### **Furniture, Fixtures, Equipment and Depreciation**

Furniture, fixtures and equipment are recorded at cost. Property for which the Condominium does not have title is not reflected as an asset of the Condominium. Maintenance and repairs are expensed as incurred. When assets are retired or otherwise disposed of, the cost of the assets and the related accumulated depreciation are eliminated from the accounts and any gain or loss on disposition is credited or charged to income. Furniture, fixtures and equipment are depreciated over their estimated useful lives, which range from 5 to 7 years using an accelerated method.

#### **Superintendent's Unit and Depreciation**

The superintendent's unit is recorded at cost (Note 3). Depreciation is provided using the straight-line method over an estimated useful life of 40 years.



## Trump Park Avenue Condominium

(A Condominium Association)

Notes to Financial Statements

Year Ended December 31, 2011

---

### Deferred Mortgage Costs and Amortization

Mortgage procurement costs are being amortized on a straight-line basis over the thirty-year term of the mortgage.

### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Reclassifications

Certain 2010 amounts have been reclassified to conform to the 2011 presentation.

## 3. Superintendent's Unit and Mortgage Payable

On August 5, 2005, the Condominium Board purchased Unit 7J on behalf of all unit owners for a purchase price of \$1,595,000 plus closing costs. The sponsor financed 100% of this purchase price. The Condominium Board gave a promissory note for \$1,595,000 and a purchase money first mortgage on the unit to collateralize repayment of the note.

The mortgage provides for consecutive equal monthly payments of \$11,704. The payments are applied first to interest at the rate of 8% per annum and the balance to reduce principal. The mortgage matures on September 1, 2035.

Interest expense on the mortgage payable amounted to \$120,054 and \$121,617 for the years ended December 31, 2011 and 2010, respectively. Annual principal payments for the next five years are as follows:

#### For the Year Ended December 31,

2012	\$	21,941
2013		23,762
2014		25,734
2015		27,870
2016		30,183

## 4. Concentration of Credit Risk

The Condominium periodically maintains cash balances in accounts in excess of the amounts covered by FDIC insurance. The Condominium is at risk of loss for any amounts exceeding the FDIC limits.

## 5. Due from Sponsor

The sponsor owes the Condominium \$58,409 and \$69,240 for maintenance income and for reimbursement of expenses paid on behalf of the sponsor as of December 31, 2011 and 2010, respectively. All amounts have been received subsequent to year end.



**Trump Park Avenue Condominium**  
**(A Condominium Association)**  
**Notes to Financial Statements**  
**Year Ended December 31, 2011**

---

**6. Working Capital Fund**

The working capital fund may be held or used at any time for working capital, to make repairs or for any other purpose determined by the Board of Managers.

The net transfers (including contributions) to the working capital fund for the years ended December 31, 2011 and 2010 were \$90,746 and \$75,250 respectively.

The interest, which accrues with respect to this fund, is retained as part of the fund after a provision is made for the related income taxes.

**7. Revenues**

Common charges are based on an annual budget determined by the Board of Managers. Condominium owners are billed monthly based on their respective percentages of common interests. The Condominium retains excess operating funds, if any, at the end of the year, for use in future periods.

**8. Income Taxes**

Condominiums are taxed as either homeowners' associations or regular corporations. For the years ended December 31, 2011 and 2010, the Condominium chose to be taxed as a homeowners' association. Although a homeowners' association is not required to pay a tax attributable to income derived from owners, it is required to remit a tax equal to 30% of its other income less deductions associated with that income. The Condominium is also subject to New York State Franchise Taxes and New York City General Corporation Taxes for which a provision has been made.

Generally, the Condominium's U.S. tax returns are subject to examination by Federal, state and city authorities for a period of three years from the later of the due date of such returns or the actual date the returns were filed.

**9. Pension Plan**

The Condominium makes contributions to a union sponsored defined contribution pension plan, which covers all eligible employees. The Condominium contributions for the years ended December 31, 2011 and 2010 were \$107,957 and \$102,014, respectively.

**10. Future Major Repairs and Replacements**

The Condominium has not conducted a study to determine the remaining useful lives of the components of common property and current estimates of costs of major repairs and replacements that may be required in the future. The Board of Managers plans to fund those needs by applying the funds set aside in reserve as described in Note 6. When additional replacement funds are required to meet future needs for major repairs and replacements, the Condominium has the right to increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available. The effect on future assessments has not been determined at this time.

## **Trump Park Avenue Condominium**

(A Condominium Association)

Notes to Financial Statements

Year Ended December 31, 2011

---

### **11. Related Party Transactions**

- a) The Condominium is managed by The Trump Corporation, an affiliate of the sponsor. Both entities are wholly owned by Donald J. Trump. Included in administrative expenses are the management fees paid for the years ended December 31, 2011 and 2010 in the amount of \$160,000 and \$155,000, respectively. The agreement, which expires on December 31, 2012, calls for a management fee in the amount of \$165,000. All funds maintained by the agent on behalf of the Condominium are maintained in special accounts and are not co-mingled with other funds collected by the agent as agent for others.
- b) The sponsor owned 23 residential units, 6 storage units and 2 commercial units at December 31, 2011. Common charges revenue received from the sponsor was \$1,273,827 and \$1,260,674 for the years ended December 31, 2011 and 2010, respectively.

### **12. Subsequent Events**

The Condominium has evaluated subsequent events through November 2, 2012, the date the financial statements were available for issuance.

### Independent Auditors' Report on Supplementary Information

To the Board of Managers  
Trump Park Avenue Condominium  
(A Condominium Association)

We have audited the financial statements of Trump Park Avenue Condominium as of and for the year ended December 31, 2011, and our report thereon dated November 2, 2012, which expressed an unqualified opinion on those financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The prior year summarized comparative information has been derived from the Condominium's 2010 financial statements and, in our report dated June 6, 2011, we expressed an unqualified opinion on those financial statements. The schedules of administrative expenses, operating expenses, and repairs and maintenance are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



November 2, 2012

WEISERMAZARS LLP

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# Trump Park Avenue Condominium

(A Condominium Association)

Year Ended December 31, 2011

(With Comparative Totals for the Year Ended December 31, 2010)

	2011		2010
	Operating Fund	Working Capital Fund	Total
			Total
<b>Administrative expenses</b>			
Management fees	\$ 160,000		\$ 160,000
Legal fees	3,183		3,183
Audit fees	20,000		20,000
Office and supplies	6,769		6,769
Telephone, intercom and CCTV	17,274		17,274
Computer payroll	5,353		5,353
Other	36,616		36,616
	<u>\$ 249,195</u>	<u>\$ -</u>	<u>\$ 249,195</u>
			<u>\$ 247,269</u>
<b>Operating expenses</b>			
Electric and gas	\$ 253,936		\$ 253,936
Fuel - steam	362,582		362,582
Security personnel	148,506		148,506
Water and sewer	165,120		165,120
Lobby	14,179		14,179
Uniform	19,308		19,308
Health club	8,981		8,981
Superintendent's unit:			
Maintenance, utilities and			
real estate taxes	31,271		31,271
Other	17,211		17,211
	<u>\$ 1,021,094</u>	<u>\$ -</u>	<u>\$ 1,021,094</u>
			<u>\$ 920,316</u>
<b>Repairs and maintenance</b>			
Elevator	\$ 58,038		\$ 58,038
Plumbing	10,132		10,132
Electric	4,126		4,126
Metal	30,572		30,572
Marble	22,319		22,319
HVAC system	88,096		88,096
Cleaning supplies	13,278		13,278
Repair material and supplies	36,666		36,666
Fire and security systems	21,267		21,267
Other	39,289		39,289
	<u>\$ 323,783</u>	<u>\$ -</u>	<u>\$ 323,783</u>
			<u>\$ 263,018</u>

**EXHIBIT B**

**2013 Operating Budget for the Condominium**

# TRUMP PARK AVENUE CONDOMINIUM

## 2013 FINAL APPROVED BUDGET

0% INCREASE

### 2013 APPROVED BUDGET

#### Income

##### Maintenance/rent Income

40101	MAINTENANCE/RENT INCOME	3,424,812.00
40150	STORAGE ROOM INCOME	17,352.00
40155	COMMERCIAL SPACE INCOME	279,504.00
40201	LAUNDRY ROOM INCOME	17,400.00
40000	EXCESS OPERATING CASH	114,034.00
40503	WATER AND SEWER INCOME	25,000.00
40504	ELECTRIC INCOME	40,000.00

Total Maintenance/rent Income 3,918,292.00

##### Other Income

41002	OTHER INC LATE FEES/INT CHG	10,000.00
41003	OTHER INC-LEGAL FEES	3,000.00
41004	OTHER INC-INT CD,CP & BONDS	2,000.00
41005	OTHER INC-INT RES/WORKING CAP	3,000.00
41006	OTHER INC-MISCELLANEOUS	0.00
41007	OTHER INC-MISC INTEREST	2,500.00
41040	OTHER INC-ADMIN FEES	6,000.00

Total Other Income 26,500.00

##### Processing Fee Income

43000	PROCESSING FEE INCOME	3,000.00
43001	INVESTIGATION FEE	3,000.00
43015	MOVE-IN FEE	0.00
43050	ALTERATION REVIEW	0.00

Total Processing Fee Income 6,000.00

Total Income 3,950,792.00

#### Disbursements

##### Payroll Expenses

50100	PAYROLL	1,314,440.00
51512	32BJ TRAINING BENEFIT	170.00
51513	32 BJ ANNUITY BENEFIT	520.00
51514	32 BJ PENSION BENEFIT	4,720.00
51516	32BJ WELFARE BENEFIT	14,015.00
51524	32BJ LEGAL FUND	200.00
51525	LOCAL 94/LOCAL 6 TRAINING BENE	630.00
51527	LOCAL 94/LOCAL 6 PENSION BENE	124,000.00
51529	LOCAL 94/LOCAL 6 WELFARE BENE	300,210.00

Total Payroll Expenses 1,758,995.00

##### Administrative Expenses

51502	COMPUTER PAYROLL EXPENSE	6,000.00
51505	LEGAL EXPENSE	5,000.00
51506	AUDITING	20,000.00
51507	DUES & SUBSCRIPTIONS	2,000.00
51508	OFFICE EXPENSE & SUPPLIES	4,000.00
51509	STATIONERY/PRINTING/POSTAGE	4,000.00
51510	TELEPHONE & TELEX	15,000.00
51511	MANAGEMENT FEES AND EXPENSES	170,000.00
51517	EMPLOYEE UNION BENEFITS	0.00
51519	ELECTRIC SUB-METERING EXPENSES	1,000.00
51538	HEALTH CLUB CONTRACT EXPENSES	4,000.00
51540	CABLE T.V.	8,000.00
51543	HEALTH CLUB MAINT/EQUIP EXP	5,000.00

Total Administrative Expenses 244,000.00

##### Operating Expenses

50200	INSURANCE EXPENSE	196,500.00
50500	REAL ESTATE TAX EXPENSE	0.00
51000	INTEREST ON MORTGAGE	116,880.00
52001	SUPERINTENDENTS ELECTRIC	2,000.00
52002	SUPERINTENDENTS APARTMENT	21,000.00
52003	SECURITY GUARDS	165,900.00
52004	FUEL & STEAM/GAS	350,000.00
52005	WATER AND SEWER CHARGES	125,000.00
52006	WALKIE TALKIES	5,000.00
52007	ELECTRICITY USAGE EXPENSE	280,000.00
52009	UNIFORM EXPENSE	10,000.00
52010	MISCELLANEOUS OPERATING EXP	2,000.00
52022	AUTO EXPENSES	7,500.00
52024	CHRISTMAS EXPENSE	6,000.00
52030	ENTERTAINMENT	500.00
52038	TRAVEL	100.00
52040	FLOWERS	14,000.00
52048	SUPER'S APT-REAL ESTATE TAXES	14,000.00



# TRUMP PARK AVENUE CONDOMINIUM

## 2013 FINAL APPROVED BUDGET

0% INCREASE

		2013 APPROVED BUDGET				
52052	CLEANING	0.00				
52058	COMPUTER SERVICES	5,000.00				
52060	INVESTIGATION FEE EXPENSE	1,000.00				
52080	FIRST AID	500.00				
<b>Total Operating Expenses</b>		<b>1,322,895.00</b>				
<b>Repairs And Maintenance</b>						
52502	PAINTING SUPPLIES	3,000.00				
52503	APPLIANCE & EQUIPMENT REPAIRS	1,000.00				
52504	HARDWARE SUPPLIES	5,000.00				
52505	REPAIRS MATERIALS & SUPPLIES	10,000.00				
52506	PLUMBING REPAIRS MATL & SUP	12,000.00				
52507	ELECTRIC REPAIRS & SUPPLIES	5,000.00				
52508	RUBBISH REMOVAL	2,000.00				
52510	ROOF REPAIRS	2,000.00				
52512	WINDOW WASHING	2,000.00				
52514	MARBLE MAINTENANCE/CONTRACT	14,000.00				
52515	IN/OUT METAL MAINT. CONTRACT	37,800.00				
52516	HVAC MAINTENANCE	75,000.00				
52518	LOCKS & DODDS REPAIR	3,000.00				
52519	FIRE & SECURITY SYSTEM	20,000.00				
52520	TIME RECORDER	1,500.00				
52521	INTERCOM	6,000.00				
52522	ELEVATOR CONTRACT	54,000.00				
52524	EXTERMINATING	9,000.00				
52525	SIGNS	1,000.00				
52528	CLEANING SUPPLIES	10,000.00				
52530	ELEVATOR REPAIRS	5,000.00				
52531	WINDOW REPAIRS	1,000.00				
52539	SECURITY EQUIPMENT MAINTENANCE	2,000.00				
52544	EQUIPMENT RENTAL & EXPENSES	1,000.00				
52546	LANDSCAPING/SNOW REMOVAL	1,000.00				
52548	PAINTING AND DECORATING	3,000.00				
52558	SECURITY EQUIPMENT	4,000.00				
52608	WOOD MAINTENANCE	6,000.00				
52611	IAQ TESTING & REMEDIATION	5,000.00				
<b>Total Repairs And Maintenance</b>		<b>310,300.00</b>				
<b>Other Taxes</b>						
53001	FEDERAL INCOME TAX	20,000.00				
53002	STATE FRANCHISE TAX	5,000.00				
53003	CITY CORPORATION TAX	6,000.00				
53004	FICA EXPENSE	100,155.00				
53005	PAYROLL TAX EXPENSE-SLI	3,020.00				
53006	LICENSES AND PERMITS	5,000.00				
53007	MISCELLANEOUS OTHER TAXES	0.00				
53011	PAYROLL TAX EXPENSE-FUI	1,400.00				
53013	DISABILITY INSURANCE	780.00				
53015	WORKERS COMP INSURANCE-EXPENSE	58,500.00				
53029	NY METRO TAX ER	4,470.00				
57000	PROFESSIONAL FEES	15,000.00				
17005	WORKING CAPITAL FUND	0.00				
22500	MORTGAGE PAYABLE	23,785.00				
<b>Total Other Disbursements</b>		<b>243,476.00</b>				
<b>Total Disbursements</b>		<b>3,879,370.00</b>				
17003	REPLACEMENT RESERVE	71,332.00				
<b>Total Disbursements</b>		<b>3,950,702.00</b>				
18006	CAPITAL EXPENDITURES					

**EXHIBIT C-1**

**TRUMP PARK AVENUE CONDOMINIUM**

**SCHEDULE OF UNSOLD UNITS**

(As of March 1, 2013)

RESIDENTIAL

3B	4A
16B	6B
19A	7A
PH20	7D
PH21	7E
PH23	7G
PH24	8E
PH27	8H
PH28	10E
PH31/32	12E
	12J
	15A
	16A

**EXHIBIT C-2**

**TRUMP PARK AVENUE CONDOMINIUM  
SCHEDULE OF UNSOLD STORAGE UNITS**

(As of March 1, 2013)

**STORAGE**

ST10

ST12

ST13

ST15

ST20

ST25



**EXHIBIT D**

**REVISED PURCHASE AGREEMENT**

## AGREEMENT

---

Purchaser

with

TRUMP PARK AVENUE LLC

Sponsor

---

For Unit Number \_\_\_\_\_  
Trump Park Avenue Condominium  
502 Park Avenue  
New York, New York

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#### **Exhibits**

Exhibit A	Permitted Encumbrances
Exhibit B	Inspection Statement
Exhibit C	Bona Fide Purchaser Statement of Purchase
Exhibit D	Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards (Sales)
Exhibit E	Escrow Rider

AGREEMENT

UNIT NO. \_\_\_\_

TRUMP PARK AVENUE CONDOMINIUM  
502 PARK AVENUE  
NEW YORK, NEW YORK 10022

AGREEMENT between Trump Park Avenue LLC, a Delaware limited liability company, having an office at 725 Fifth Avenue, New York, New York 10022 ("Sponsor"), and \_\_\_\_\_ having an address at \_\_\_\_\_ ("Purchaser").

WITNESSETH:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The Trump Park Avenue Condominium (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Unit. Sponsor hereby grants to Purchaser, and Purchaser hereby agrees acquires from Sponsor, an option to purchase, Unit No. \_\_\_\_ at the Condominium (as designated in the Declaration), together with the undivided \_\_\_\_ % interest in the Common Elements appurtenant to such Unit (the "Unit"), upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

(a) The purchase price for the Unit ("Purchase Price") is \$\_\_\_\_\_, payable as follows:

\$\_\_\_\_\_ (the "Initial Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged;

\$\_\_\_\_\_ (the "Additional Deposit") is due upon the earlier to occur of: (i) one hundred thirty-five (135) days after the date of this Agreement; or (ii) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment declaring the Plan effective, but in no event later than the closing of title, subject to collection.\* As used herein, the term "Deposit" refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit; and

\* Omit if either (i) the closing occurs prior to one hundred thirty-five (135) days after the date of this Agreement or (ii) the Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic immunity).

\$\_\_\_\_\_ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

(b) All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s), or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Kramer Levin Naftalis & Frankel LLP, as Escrow Agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be at Purchaser's option, by wire transfer of immediately available funds (which funds shall originate from an account in the name of Purchaser), a good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "Trump Park Avenue LLC" (or such other party as Sponsor directs to Purchaser, in writing, at least three (3) days prior to the date of closing of title). The Deposit, and all other amounts paid by a Purchaser to Sponsor pursuant to this Agreement shall be such Purchaser's own funds (and not funds of a third party). If any check is returned for insufficient funds or for any other reason, then, in Sponsor's sole discretion, such return shall be deemed to be a default by Purchaser under this Agreement and shall entitle Sponsor to exercise any of the remedies set forth in Article 12 hereof.

4. Deposit.

Prior to or concurrent with execution hereof and payment by Purchaser of the Initial Deposit, Purchaser, Sponsor and Escrow Agent will enter into the "Escrow Rider" annexed to this Agreement. The Escrow Rider must be executed by the Sponsor, Purchaser, and Escrow Agent.

4.2 The provisions of paragraphs 3-6 of the Escrow Rider annexed hereto are incorporated herein by reference.

4.3 Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting any interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

(a) The closing of title shall be held at the offices of Kramer Levin Naftalis & Frankel LLP, 919 Third Avenue, New York, New York (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set herein for a closing for more than twelve (12) months in the aggregate without the prior written consent of Purchaser).

(b) Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.



6. Delivery of Deed and Power of Attorney.

(a) At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

(b) At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board prepared by Sponsor and substantially in the form set forth in Exhibit 2 in Part II of the Plan.

(c) The executed deed and power of attorney to the Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, (i) the deed shall be returned to Purchaser and (ii) the power of attorney shall be sent to the Board.

(d) Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has fully and satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 23 of the Regulations issued by the Department of Law.

7. State of Title.

(a) The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Exhibit A annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Fidelity National Title Insurance Company of New York (or such other title or abstract company designated by Sponsor) (the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

(b) Sponsor shall be entitled to adjourn the closing for up to 180 days to remove or correct any defect in title which is not set forth in Exhibit A. However, if such defect existed at least ten (10) days' prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the



closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

(c) The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or termination of this Agreement.

#### 8. Closing Adjustments.

(a) The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

Common Charges for the month in which title closes; and

if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

(b) If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in Section 6.17 of the By-Laws and in Part I of the Plan. When the Unit has been separately assessed, Sponsor and Purchaser shall readjust any overpayment or underpayment of real estate taxes as more fully described in the Plan based upon (i) the actual initial apportionment of the Property's assessed valuation to the Residential Units versus the other categories of Units and (ii) the ratio that the initial separate assessed value of the Unit bears to the actual initial aggregate assessed values of all Residential Units. Any refund of real estate taxes for the Unit that is received after closing for the tax year in which closing occurs shall be apportioned by the parties at that time.

(c) Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

(d) In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

the closing apportionments shall be made as of the originally scheduled closing date, regardless of when the actual closing of title occurs; and

Purchaser shall pay Sponsor interest at the rate of 0.05% percent per day (or such lower rate per day which is the legal limit, if 0.05% per day exceeds the legal limit) on the total Purchase Price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

(e) Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

(f) Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs. Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

(a) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

(b) Purchaser will pay a fee to the City Register for recording the deed and the power of attorney of approximately \$37.00 for each instrument plus \$5.00 for each page, together with a service charge to the title company for recording each document.



(c) If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to the following:

a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

a mortgage recording tax in the amount provided for by law, which on the date hereof is 2.0% of the principal amount of the mortgage for mortgages of less than \$500,000 and 2.125% of the principal amount of the mortgage for mortgages equal to or greater than \$500,000 (further, pursuant to law, the mortgagor receives a \$25 deduction and the mortgagee pays .25%, and in each case, the amount payable to Sponsor under subparagraph (c) below is deducted);

to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Building);

the premium for mortgage title insurance, if required by Purchaser's lender;

deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

such other costs and expenses in connection with such loan as determined by Purchaser's lender.

(d) Purchaser will be required to pay the amount of \$1,750 to Kramer Levin Naftalis & Frankel LLP, Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel, or if Purchaser otherwise requests that the closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser will be required to pay Sponsor's counsel a travel fee of \$600 if the closing is held elsewhere in Manhattan or \$850 if the closing is held in another borough. If Purchaser shall use a title abstract or insurance company or agent other than the Title Company, then Purchaser shall pay Sponsor's counsel an additional fee of \$750 for its services rendered in connection with its review of the title report and clearance of title exceptions. If, through no fault of Sponsor, Purchaser fails to close on the date scheduled by Sponsor (including, without limitation, the failure of Purchaser or Purchaser's attorney to give at least ten (10) days' prior written notice of a title defect as required in Article 7 above and the failure of Purchaser to have payment in proper form available at closing), then Purchaser shall pay to Sponsor's counsel an additional fee

of \$750 for each such adjournment to help defray the cost of preparing for and coordinating the new closing and recalculating the closing apportionments.

(e) If Purchaser shall obtain mortgage financing, then Purchaser shall pay an additional fee of \$450 to Sponsor's counsel to defray the additional costs associated therewith. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, a fee of \$600, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser. Purchaser shall pay to Sponsor the sum of \$746.27 for each Unit purchased hereunder in reimbursement of a portion of the \$100,000 advanced by Sponsor to the Board at the First Closing as its initial Working Capital Fund.

(f) Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify, defend and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Section 9.6 and to indemnify, defend and hold harmless Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

(g) Purchaser shall pay to the Condominium the Common Charges for the Unit for the first full month following the month in which title closes. In addition, if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity) shall pay to the Board an amount equal to the Common Charges for the Unit for a period of two (2) years as security for the faithful observance by Purchaser of the terms, provisions and conditions of the By-Laws. In the event that Purchaser defaults in respect of the terms, provisions and conditions of the By-Laws after the Closing, the Board may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any Common Charges or any other sum as to which Purchaser is in default and such Purchaser shall, within thirty (30) days after notice from the Board, deposit with the Board the amount so applied or retained so that at the option of the Board, the Board shall have the full amount of such security on hand at all times. The provisions of the preceding sentence shall survive the closing of title.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax



Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at the closing of title to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

(a) Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser is not a Tenant Purchaser and did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

(b) The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to modifications included in this Agreement agreed to by Sponsor and Purchaser, such modifications shall govern.

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. Any and all of the following shall constitute an "Event of Default" hereunder:

Purchaser's failure to pay the Additional Deposit on the date set forth in Article 3 hereof,\* Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Article 8 or 9 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor;

the failure to pay, perform or observe any of Purchaser's other obligations hereunder;

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\* Omit if either (i) the closing occurs prior to one hundred thirty-five (135) days after the date of this Agreement or (ii) Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity).

if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit;

Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy;

If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

**TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel this Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the notice of cancellation to cure the specified default and, if cured, such notice shall be deemed void and this Agreement shall remain in full force and effect. If the default is not cured within such thirty (30) days, **TIME BEING OF THE ESSENCE**, then Sponsor, in its sole discretion, may cancel this Agreement, and Sponsor shall have the right, as its sole remedy, to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. Upon such cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale.

In the event Sponsor elects not to cancel this Agreement as a result of the failure of the Purchaser to close on the Closing Date specified by Sponsor, or if Sponsor approves a request from Purchaser to adjourn the Closing Date, then Sponsor may require that: (a) Purchaser pay Sponsor interest at a rate of 0.05% per day (or such lower daily rate which is the legal limit, if 0.05% per day exceeds the legal limit) on the total Purchase Price, computed from the original Closing Date until the transaction is actually closed; and (b) all apportionments between Sponsor and Purchaser be made as of the original Closing Date; and (c) Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of Purchaser's delay.

Notwithstanding the foregoing, Purchasers may at any time apply to the Attorney General in the event of a dispute for a determination of the disposition of the Deposit and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. Further, a Purchaser has the right to litigate the substance of any dispute with Sponsor.



13. Agreement Subject to Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest earned, if any, thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged



from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten (10) days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items. The Unit is being sold unfurnished.

17. Rent Security Deposit. If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within forty-five (45) days following the closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at closing to Purchaser, who will upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying, defending and holding Sponsor harmless from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing bank account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to sue the tenant to the extent such rent security is insufficient.

18. Renovation of Building and Units.

(a) The renovation of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of equivalent or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Plan in the section entitled "Rights and Obligations of Sponsor."

(b) The renovation of the Building and the Unit is the sole responsibility of Sponsor (except that, in the case of an Occupied Unit, Sponsor shall have such responsibility only if Sponsor is permitted access to such Unit by the Tenant Purchaser or the occupant of such Unit to perform the renovations thereto). Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any defects in the renovation to the extent, and on the terms and conditions, set forth in such Section.



(c) The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Prerequisites to Closing of Title" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit agreement or abatement on the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any such construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

(d) Sponsor has projected that, based upon currently anticipated schedules, including, without limitation, the current renovation schedule, the renovation of the Building will be sufficiently completed to permit closings of Residential Units to begin in or about April 2003. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise, material or equipment, governmental restrictions or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor.

19. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, Selling Agent shall, at Sponsor's direction, notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Exhibit B to this Agreement) and deliver same to Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

20. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

(a) Except as provided in Section 20.3, all other risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or

restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of this Agreement.

(b) In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages, as provided in Article 12 above.

(c) If Purchaser is the existing tenant or occupant of the Unit, or if Purchaser is given possession of the Unit prior to closing of title under an interim lease or otherwise, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. However, until closing of title to the Unit, Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease and, after closing of title, the Board will be responsible to make those repairs required of it under the Declaration and By-Laws.

21. No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or



liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and [to be]<sup>\*</sup> filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 21 shall survive the closing of title.

22. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not, prior to the earlier to occur of (i) the first anniversary of the First Closing or (ii) the closing of title to all Residential Units, list the Unit for sale or resale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives, prior to the closing of title hereunder shall be an Event of Default hereunder, entitling Sponsor to all remedies available at law, in equity or otherwise, including without limitation injunctive relief. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

23. Broker. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent and \_\_\_\_\_ ("Purchaser's Broker"). Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and Purchaser's Broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than Selling Agent on account of any acts or dealings of Purchaser or Purchaser's representatives, Purchaser will indemnify, defend and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including, but not limited to, legal fees and disbursements. The provisions of this Article 23 shall survive the closing of title or the termination of this Agreement.

24. Agreement May Not Be Assigned.

(a) This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser, entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

23.2 Prior to the Closing, if Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition, directly or indirectly, of any of the stock of Purchaser, or if Purchaser is a partnership or a limited liability company, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership or limited liability company shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a

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\* Omit after Floor Plans have been filed in City Register's office.

partnership, limited liability company or other entity, fifty percent (50%) of the ownership, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, five (5) signed forms of assignment of this Agreement (in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must in all places be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of \$600 made payable to Kramer Levin Naftalis & Frankel LLP (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit for sale set forth in Article 21 above and in the Plan will remain in effect. Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

25. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Initial Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Initial Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees, upon request, to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the Purchaser or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to



Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

26. Sale Subject to Existing Tenancy.

(a) The following is applicable to Purchasers of Units occupied by others:

Complete the following only if Purchaser is not the tenant of the Unit:

Unit is Vacant: Yes ( ) No ( )

If Unit is Occupied: Monthly Rent: \$ \_\_\_\_\_

Current Lease Term Expires: \_\_\_\_\_  
or month-to-month ( )

Rent Security \$ \_\_\_\_\_

Unit is Occupied by a Non-Purchaser Tenant:

Yes ( ) No ( )

(b) Purchaser understands and agrees that the Unit is being sold hereunder is subject to the lease or tenancy of the present tenant and Section 352-eeee of the New York State General Business Laws (the "GBL") as explained more fully in the Plan under the Section entitled "Rights of Existing Tenants" and Purchaser and Purchaser's successors and assigns shall continue to be bound by such laws and regulations so long as such occupancy continues.

(c) Purchaser further understands, as explained in the Plan, that if a Non-Purchasing Tenant is in possession of the Unit on the Closing Date hereunder, Purchaser will assume the rights and obligations of Sponsor as the landlord of such tenant, including the right to collect rent (whether the same be greater or less than the Common Charges established from time to time by the Board) and the obligation to repair, maintain and paint the Unit (including its equipment and appliances) for the benefit of the existing tenant and to pay for any special services that such tenant is entitled to receive pursuant to its lease or applicable Legal Requirements that are not provided by the Board to all Residential Unit Owners. From and after the closing of title, Purchaser alone will bear the entire costs and expenses of owning the Unit (including, but not limited to, any legal fees and litigation expenses for enforcing the lease and obtaining possession of the Unit).

(d) Purchaser understands that if the tenant of the Unit exercises any right granted under the Plan (or any amendment thereto) or under the Rent Laws or GBL or other applicable law, which may or may not exist as of the date of this Agreement, or any administrative or judicial interpretation thereof, to purchase the Unit, then upon the closing of such purchase, this Agreement shall be deemed canceled and, within thirty (30) days after the occurrence of such event, all monies paid by Purchaser hereunder shall be refunded. Upon such repayment, Purchaser, Sponsor and Selling Agent, and any other party hereto shall be (and hereby are) released and discharged of all liability or obligations hereunder and under the Plan.

(e) Purchaser hereby irrevocably appoints the then Managing Agent of the Building (which Managing Agent may be replaced from time to time by the Board) as his agent, coupled with an interest, to provide for the account and at the expense of the Purchaser, all services and facilities required by applicable Legal Requirements on a non-discriminatory basis, to the Non-Purchasing Tenant who has the right to occupy the Unit Purchaser is purchasing until such time as such right of occupancy terminates. Purchaser agrees to deposit with the Managing Agent at the closing hereunder a sum no less than an amount equal to two (2) months of Common Charges to be used as working capital to furnish service and facilities required under the Non-Purchaser Tenant's lease and those required by the GBL. Purchaser agrees that upon written notice by the then Managing Agent that such deposit has been diminished, that Purchaser shall replenish such fund within thirty (30) days thereafter. Purchaser further understands that Sponsor will guarantee the obligation of the then Managing Agent to provide all such services and facilities until such time as Sponsor surrenders control of the Board and Purchaser will indemnify Sponsor for all costs expended by Sponsor on Purchaser's behalf. The provisions of this Article shall survive the closing of title to the Unit.

27. Notices.

(a) Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other nationally recognized overnight courier service, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement, with a copy sent simultaneously via hand delivery to \_\_\_\_\_, Attention \_\_\_\_\_; and to Sponsor, addressed to Selling Agent at 502 Park Avenue, New York, New York 10022, with a copy sent simultaneously and in like manner to Kramer Levin Naftalis & Frankel LLP, 919 Third Avenue, New York, New York 10022, Attention: Jay A. Neveloff, Esq. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, the three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

(b) Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself. Purchaser hereby designates and empowers its counsel set forth above as Purchaser's agent to give any and all notices to Sponsor under this Agreement in Purchaser's name. Any notice under this Agreement given to Sponsor in the manner set forth in Section 27.1 above by such counsel shall have the same force and effect as if given by Purchaser, and Sponsor shall be entitled to rely on all such notices.

28. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.



29. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

30. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

32. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

33. No Recordation. Purchaser may not record this Agreement or a memorandum thereof.

34. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

35. Purchaser's Representations.

(a) Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at the Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit is Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit. Purchaser consents to the performance by Sponsor of credit and background searches in connection with the execution, delivery and performance of the Agreement.



(b) If Purchaser was a tenant in occupancy of a Unit in the Building on the Filing Date of the Plan, Purchaser hereby represents that this Agreement was executed and delivered by Purchaser pursuant to an offering made without a discriminatory repurchase agreement or other discriminatory inducement.

(c) If the Unit to which this Agreement relates is not occupied by Purchaser, Purchaser hereby represents that Purchaser or one or more specified members of Purchaser's immediate family intend to occupy the Unit when it becomes vacant and Purchaser shall duly complete and sign before a notary public the Statement of Purchase set forth as Exhibit C hereto and deliver same to Selling Agent together with this Agreement.

(d) The provisions of this Article shall survive the closing of title to the Unit or termination of the Agreement.

36. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, any change in Purchaser's financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

37. Costs of Enforcing and Defending Agreement. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in cancelling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

38. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

39. Waiver of Diplomatic or Sovereign Immunity.

(a) Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

(b) As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

(c) Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which it has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which it is subject, by a suit upon such judgment and that it will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

(d) Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 39.

(e) Nothing in this Article 39 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

(f) Purchaser hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

(g) If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is

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\* Omit if Purchaser is not a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity).



received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

(h) The provisions of this Article 39 shall survive the closing of title or any termination of this Agreement.

40. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

41. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

42. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

43. Successors and Assigns. Subject to the provisions of Article 24 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

44. No Oral Changes. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

45. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same agreement.

46. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

47. Section 1031 Exchange. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by Article 23 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement; (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or



related to such tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from such tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

48. Lead-Based Paint Disclosure. Annexed hereto and incorporated herein as Exhibit D, is the "Disclosure Information on Lead-Based Paint and/or Lead Based Paint Hazards" required to be executed pursuant to the provisions of Federal regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

TRUMP PARK AVENUE LLC

By: Trump Delmonico LLC,  
its Managing Member

By: \_\_\_\_\_  
Donald J. Trump  
President

PURCHASER

\_\_\_\_\_  
Purchaser's Social Security  
Number or Federal  
Identification Number  
Purchaser acknowledges  
receipt of Offering Plan  
[and amendments] on  
\_\_\_\_\_, 200\_ at  
\_\_\_\_\_ (A.M.)(P.M.)

\_\_\_\_\_  
Name:  
Title:  
  
Initials of Purchaser:  
  
\_\_\_\_\_

## EXHIBIT A TO AGREEMENT

### PERMITTED ENCUMBRANCES

Building and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted (including, but not limited to, any variances or use regulations).

Any state of facts which an accurate survey or personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes.

The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and the Floor Plans, all as may be amended from time to time.

Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for its permitted purposes.

Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.



Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date.

Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

Any violations against the Property (other than the Unit) that are the obligation of the Condominium Board or another Unit Owner to correct.

Terms, covenants, provisions and easements set forth in Project Agreement made among C.K.H. Realty Corp., Sarah Korein, Elysabeth Kleinhans, Julius Korein, Jonathan Korein, James Korein, The Delmonico Hotel Company, Justin Colin, William Zeckendorf, Jr., Stella R. Wilson and Sheldon S. Wilson d/b/a Cozwil Associates, dated September 25, 1981 recorded September 30, 1981 in Reel 585 page 1524 as restated and amended by Restated and Amended Project Agreement made among 715 Realty Co., 405 Company, SK Realty Co., Delmonico II Associates, Title Delmonico Hotel Company and Cozwil Associates dated as of February 17, 1984 recorded March 28, 1983 in Reel 777 page 1728.

Declaration of Zoning Lot Restrictions made by 502 Park Avenue LLC, and The Elysabeth Kleinhans Theatrical Foundation Inc., dated December 21, 2001 recorded January 25, 2002 in Reel 3437 page 1756.

Terms, covenants, provisions and easements for light and air set forth in Zoning Lot and Development Agreement made between 502 Park Avenue LLC and The Elysabeth Kleinhans Theatrical Foundation Inc., dated as of December 21, 2001 recorded January 25, 2002 in Reel 3437 page 1762, as amended by First Amendment to Zoning Lot and Development Agreement made between the same parties, dated as of January 22, 2002 recorded February 22, 2002 in reel 3457 page 63.

Emergency Egress and Roof Access Agreement made between 502 Park Avenue LLC (grantor) and The Elysabeth Kleinhans Theatrical Foundation, Inc. (grantee), dated as of December 21, 2001 recorded January 25, 2002 in Reel 3437 page 1794.

Unrecorded License Agreement, dated December 21, 2001, made by and between 502 Park Avenue, LLC and The Elysabeth Kleinhans Theatrical Foundation, Inc.

Terms, covenants, conditions and provisions of Store Lease, dated as of May 4, 1994, made by and between The Delmonico Hotel Company, as landlord and TSI East 59, Inc., as tenant, a memorandum of which was recorded on December 27, 1996 in Reel 2406 page 2062; as amended by Amended Memorandum of Lease made by and between The Delmonico Hotel Company, LLC, as landlord, and TSI East 59, Inc., as tenant, dated March 18, 2001 recorded November 19, 2001 in Reel 3392 page 1616.

Any additional title exceptions noted in the Specimen Title Policy set forth in Part II of the Offering Plan.

EXHIBIT B TO AGREEMENT

**INSPECTION STATEMENT**

Trump Park Avenue LLC  
725 Fifth Avenue  
New York, New York 10022

Re: Trump Park Avenue Condominium Unit No. \_\_\_\_\_

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

<u>Items</u>	<u>Initials</u>	<u>Exceptions if any</u>
Windows, window frames		
Electric fixtures & globes		
Interior painted surfaces		
Sinks, tubs, bowls & shower doors & trim		
Kitchen cabinets & counter tops		
Vanity tops & base		
Medicine cabinets, doors & mirror		
Hardware		
Flooring		
Appliances		

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Sponsor's Representative



EXHIBIT C TO AGREEMENT

BONA FIDE PURCHASER  
STATEMENT OF PURCHASE

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF            )

Re:   Unit \_\_\_\_\_  
      Trump Park Avenue

The undersigned Purchaser(s) represent that Purchaser(s) intend that Purchaser(s) or one or more specified members of Purchaser(s) immediately family intend to occupy the above-referenced Unit when it becomes vacant.

PURCHASER(S):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Subscribed and sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

INTENDED OCCUPANT(S):

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

EXHIBIT D TO AGREEMENT

**DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
SALES**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in your children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchaser.

**Seller's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards *(Check (i) or (ii) below)*:
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing *(explain)*.
- \_\_\_\_\_
- \_\_\_\_\_
- (ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller *(Check (i) or (ii) below)*:
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing *(list documents below)*.
- \_\_\_\_\_
- \_\_\_\_\_
- (ii) ☐ Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgement (initial)**

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.
- (e) \_\_\_\_\_ Purchaser has (check (i) or (ii) below):
- (i) \_\_\_\_\_ received a 10-day opportunity or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgement (initial)**

- (f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### ESCROW RIDER

To Agreement dated: \_\_\_\_\_ Covering Unit(s): \_\_\_\_\_  
Sponsor: Trump Park Avenue LLC  
Purchaser(s): \_\_\_\_\_  
Escrow Agent: Kramer Levin Naftalis & Frankel LLP

This rider ("Escrow Rider") to the captioned Agreement shall constitute a written agreement among Sponsor, Purchaser and Escrow Agent with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meanings ascribed thereto as set forth in the captioned Agreement and/or the Offering Plan, as applicable.

1. The law firm of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, telephone number 212-715-9100, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser under the captioned Agreement. Escrow Agent has designated the following attorneys to serve as signatories: Jonathan H. Canter, Jay A. Neveloff, Paul S. Pearlman, Neil R. Tucker, James P. Godman and Howard J. Rothman. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.
2. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.
3. The Escrow Agent has established the escrow account at Citibank N.A., located at 153 East 53<sup>rd</sup> Street, New York, New York 10022 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Trump Park Escrow Account" or similar name ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.
4. All Deposits received from Purchaser shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." At the Sponsor's option, Sponsor may require that the Deposit and the Balance be made by Purchaser by wire transfer to an account designated by Sponsor.
5. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of February 1, 2013, such rate was a minimum of 0.05%. The actual initial interest rate for the Escrow Account with respect to Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for Purchaser, from time to time. Interest shall begin to



accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit 1A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced as Exhibit 1B in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest, if any, will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on Purchaser's Deposit shall be paid to or credited to Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

6. Within ten (10) business days after the Agreement has been "tendered" (as defined below) to Escrow Agent along with the Deposit and countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Escrow Agent shall notify the Purchaser that such funds have been placed in the Bank by providing written notice to Purchaser and Sponsor, confirming the deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor. As used in this Section of the Plan, "tender" or "tendered" means the date delivered by hand or five (5) business days after being sent by mail or courier. If any Deposit check is received by Sponsor or Selling Agent, it will be delivered promptly to Escrow Agent in order that the notice confirming such Deposit may timely be sent to Purchaser.

7. Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

8. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL §352-h.

9. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

10. The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Agreement upon closing of title to the Unit; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) immediately above, and Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) immediately above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or

(b) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

11. Any provision of any Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Agreement, Plan, or any amendment thereto.

12. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.



13. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations, in each case, to the extent applicable under GBL §§ 352(e)(2-b) and 352(h).

14. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the Agreement or this Escrow Rider and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

15. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

16. Sponsor agrees that it shall not interfere with Escrow Agent's performance of any fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

17. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Agreement.

18. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

19. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Agreement or this Escrow Rider or the performance or non-performance of Escrow Agent's duties under the Agreement, this Escrow Rider or the Plan, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Agreement or this Escrow Rider, or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.



**SPONSOR:**

TRUMP PARK AVENUE LLC

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER(s):**

By: \_\_\_\_\_  
Name:  
Title:

Social Sec. Number  
or Federal Tax ID: \_\_\_\_\_

**PURCHASER(s):**

By: \_\_\_\_\_  
Name:  
Title:

Social Sec. Number  
or Federal Tax ID: \_\_\_\_\_

**ESCROW AGENT:**

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By: \_\_\_\_\_  
Name:  
Title: a partner

**EXHIBIT E**

**REVISED FLOOR PLANS – UNITS 19A AND PENTHOUSE 31/32**

# RESIDENCE A

3 BEDROOMS

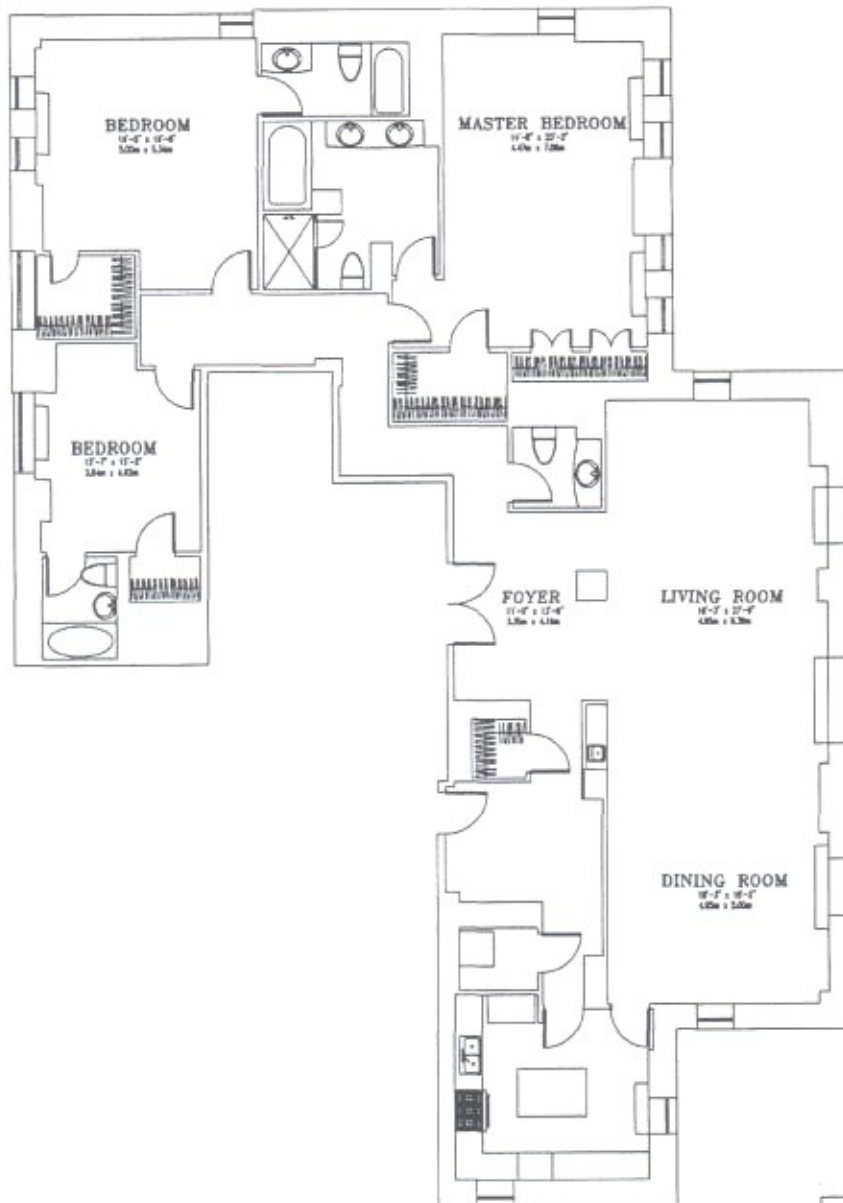
DINING ROOM

3 1/2 BATHS

FLOOR: 19TH

3211 S.F.  
298 S.M.

502 PARK AVENUE



All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



PARK AVENUE

E. 59TH STREET



**PENTHOUSE 31/32**

UPPER LEVEL OF DUPLEX

FLOOR: 32ND

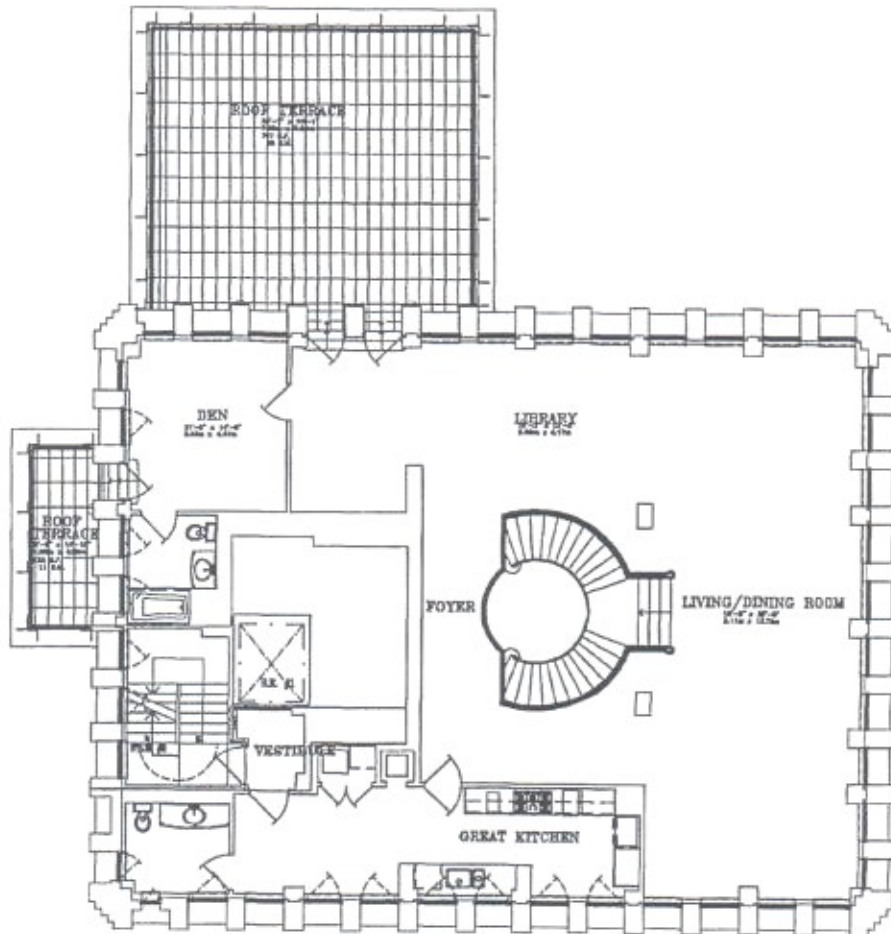
2,813 S.F. (UPPER LEVEL)

261 S.M.

829 S.F. (UPPER LEVEL TERRACES)

77 S.M.

**502 PARK AVENUE**



PARK AVENUE

E. 50TH STREET

All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.